

AUG 07 2020

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BY 
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5 Attorney for Plaintiff Brandon Barbeau
6
7

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO
10

11 BRANDON BARBEAU, an individual, on
behalf of himself and other aggrieved
12 employees,

13 Plaintiff,

14 v.
15

16 STEADFAST SECURITY, INC., a California
corporation, and DOES 1 through 50,
17 inclusive
18

19 Defendants.
20

CASE NO.

CIV DS 2016722

COMPLAINT FOR:

**VIOLATIONS OF THE CALIFORNIA
PRIVATE ATTORNEY GENERAL ACT**

21 Comes now Plaintiff Brandon Barbeau who states, alleges, and prays as follows:

22 **I. PARTIES**

23 1. PLAINTIFF BRANDON BARBEAU ("Plaintiff" or "Barbeau") is, and at all times
24 relevant hereto, was an individual residing in the County of San Bernardino, State of California,
25 working as an employee for Defendants who are domiciled in Chino Hills, in San Bernardino
26 County, California.

27 2. DEFENDANT STEADFAST SECURITY, INC. ("STEADFAST") is, and at all
28 times relevant hereto, was a California corporation authorized to do business in the State of

California and an employer operating with employees in the City of Chino Hills, County of San Bernardino, in the State of California.

3. The “aggrieved employees” are defined as: “All persons who are or were employed as security guards by Steadfast Security, Inc. in California who worked one or more pay period(s) since one (1) year prior to the date of the Initial PAGA Notice (May 5, 2020).”

4. Plaintiff does not presently know the true names and capacities of defendants named as DOES 1 THROUGH 50, INCLUSIVE. Plaintiff will amend this Complaint setting forth the true names and capacities of these fictitious defendants, when they are ascertained. Plaintiff is informed and believes and, on that basis alleges, that each of the fictitious defendants has participated in the acts alleged in this Complaint to have been done by the named defendants.

5. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint-venturer, partner, and/or employee of every other defendant and, as alleged, has been acting within the course and scope of said agency, conspiracy, joint venture, partnership, employment and/or joint-employment, with the knowledge and/or consent of their co-defendants, and each of them. Plaintiff is informed and believes that each defendant has authorized and/or ratified the wrongful activities of each of the remaining co-defendants.

II. JURISDICTION AND VENUE

6. The Court has general jurisdiction over this action pursuant to California *Code of Civil Procedure* § 410.10.

7. Venue is proper in this Court, pursuant to California *Code of Civil Procedure* § 395, because the injuries to Plaintiff occurred in the County of San Bernardino, California; and Defendants are domiciled and/or do business in the County of San Bernardino, State of California.

8. Plaintiff has exhausted his administrative remedies by filing an Initial PAGA and Cal-OSHA Notice on May 5, 2020 with the California Labor & Workforce Development Agency (“LWDA”) and the Division of Occupational Safety and Health (“Cal-OSHA”). More than sixty-five (65) calendar days have passed since the postmark on the notice given, thus Plaintiff may commence a civil action pursuant to California *Labor Code* § 2699. A true and correct copy of Mr. Barbeau’s notice to the LWDA and Cal-OSHA is attached hereto as **Exhibit A**.

1 **III. BACKGROUND**

2 9. Mr. Barbeau has worked for Steadfast as a security guard since January 9, 2020 as
3 a non-exempt hourly employee. Prior to his first shift, Steadfast instructed Mr. Barbeau to
4 download three applications to his mobile phone, Line Chat, Camscanner and Adobe Fill & Sign.

5 10. This is company policy and the other aggrieved employees are also instructed to
6 download these applications. They are instructed to utilize their personal mobile phones for work
7 purposes and are not afforded compensation for such. Mr. Barbeau, and the other aggrieved
8 employees, must use their own cell phones to submit daily activity reports, fire reports,
9 maintenance reports and must send photos to Steadfast every hour utilizing the Line Chat
10 application.

11 11. Mr. Barbeau works eight (8) hours per shift, completely alone, and is not permitted
12 to leave the premises and upon hiring was assigned to patrol an unoccupied industrial building
13 currently for lease, located at 10606 7th Street, Rancho Cucamonga, CA 91730.

14 12. This is not a particularly remote location. Steadfast could easily send another
15 person to relieve the aggrieved employees for meal and rest breaks, but they choose not to do so.
16 Steadfast does not compensate Mr. Barbeau and the other aggrieved employees for missed rest
17 breaks and meal breaks. This company policy, of requiring security guards to work through their
18 meal and rest breaks is companywide.

19 13. For the first 2-3 months at the location in Rancho Cucamonga, the property did not
20 have any power. The water on site is not fit for drinking, there is no hand soap, toilet paper, seat
21 protector, paper towels or a hand dryer. There is not a refrigerator on site and Steadfast refuses to
22 allow the guards at this location to leave for food or restroom breaks to find a local business that
23 has restroom or dining facilities.

24 14. Mr. Barbeau asked his boss, John Williams, for some toilet paper and was refused.
25 Each of the guards at this location, including at least one female guard, are forced to deal with a
26 highly unsanitary bathroom facility without any necessary amenities. They cannot use a bathroom
27 at a local business facility because the guards are threatened with termination if they leave the
28 premises for any reason.

15. Steadfast requires the guards to patrol all floors of the building which exposes them to excessive drywall dust. There is not adequate ventilation, vents have not been changed for over a decade, and there is exposed fiberglass that has busted out of the aluminum covering creating a danger of inhaled glass particles and respiratory reactions. Exposed fiberglass insulation is also a cause of skin and eye irritation.

16. Steadfast does not provide the aggrieved employees with personal safety devices such as eye and face coverings, appropriate masks, hand protection or adequate first aid materials. All the security guards at this location suffer under the same conditions.

17. Upon receiving his first paycheck, Mr. Barbeau discovered that Steadfast took a “uniform” deduction. Notwithstanding that Steadfast must pay for their employees to wear a uniform, Steadfast also did not even provide the uniform for which they charged. Other aggrieved employees experienced the same situation with regard to the uniforms and payroll deductions.

18. Mr. Barbeau brings this action on behalf of himself and the other aggrieved employees for the imposition of civil penalties, under the California *Private Attorney General Act*, pursuant to California *Labor Code* § 2698 *et seq.*(“PAGA”).

FIRST CAUSE OF ACTION

**As Against All Defendants - Violation of the Labor Code Private Attorneys General Act
(California Labor Code §§ 2698 et seq.)**

19. Plaintiff incorporates in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

20. Plaintiff has satisfied all prerequisites to serve as a representative to enforce the penalty provisions of PAGA. Plaintiff, through duly appointed counsel, gave written notice properly with the LWDA and Cal-OSHA, Case No. LWDA-CM-7875599-20 on May 5, 2020 and gave notice to Defendant by certified mail on that same day, informing them of the specific provisions of the California *Labor Code* that Defendant violated, including the facts and theories that support the alleged violations. A true and correct copy of the Initial PAGA Notice and proof of filing with the LWDA and service on the Defendant is attached hereto as **Exhibit A**.

1 21. Plaintiff has not received notice from the LWDA that it intends to investigate and
2 has allowed sixty-five (65) days to elapse. Cal-OSHA has not inspected or investigated the alleged
3 violations and has not issued any citation. Thus, Plaintiff is permitted to commence this civil
4 action for the imposition civil fines under PAGA.

5 22. Plaintiff therefore seeks, as a representative of the State of California, to recover all
6 penalties otherwise capable of being collected by the LWDA or Cal-OSHA, or any of its
7 departments, divisions, commissions, boards, agencies, or employees.

8 23. This includes the civil fines applicable to Plaintiff's violations of California *Labor*
9 *Code* §§ 201, 202, 203, 204, 221, 226(a), 226.7, 512, 2802, 6400, 6401, 6402, 6403, 6407 and
10 6408.

11 24. PAGA provides that for all provisions of the California *Labor Code*, except for
12 those for which a civil penalty is specifically provided, there is established a civil penalty of one
13 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
14 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
15 violation. See *Labor Code* § 2699(f).

16 25. Funds recovered under PAGA will be distributed as required by law, with 75% of
17 the civil fines being paid to the LWDA and 25% to the aggrieved employees.

18 26. Plaintiff and other current and former employees of Defendant are "aggrieved
19 employees" under PAGA, as they were employed on an hourly basis by Defendant during the
20 relevant period and suffered one or more of the *Labor Code* violations set forth herein.

21 27. Accordingly, Plaintiff seeks to recover on his behalf and on behalf of other current
22 and former employees of Defendant, the civil penalties provided by PAGA, as well as attorney's
23 fees and costs for the prosecution of this action, pursuant to *Labor Code* § 2699(g)(1).

24 28. Plaintiff seeks to recover the PAGA civil penalties for violations of the following
25 *Labor Code* provisions, as detailed throughout this Complaint, including in the PAGA Notice
26 attached hereto as **Exhibit A**, incorporated into this Complaint by this reference.

1 **Labor Code §§ 201, 202 – Failure to Pay Wages Upon Discharge or Quit**

2 29. California *Labor Code* § 201(a) provides that “If an employer discharges an
3 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

4 30. Steadfast owes wages to all of the aggrieved employees who were terminated.
5 This is because Steadfast did not compensate them for their missed meal and rest breaks throughout
6 their employment.

7 31. Therefore, these outstanding wages were due, at the latest, on the day that any
8 aggrieved employee was discharged. “If an employee is entitled to the additional hour of pay
9 ‘immediately’ upon being forced to miss a rest or meal period, it appears inconsistent to conclude
10 that an employee is not also immediately entitled to have the additional hour of pay documented
11 on their wage statements and timely paid upon termination or resignation.”¹

12 32. The required additional hour of pay at the employee’s regular rate of compensation
13 for missed breaks is considered a wage and becomes due at the same time any other wage is due.
14 “The statute’s [section 226.7] plain language, the administrative and legislative history, and the
15 compensatory purpose of the remedy compel the conclusion that the ‘additional hour of
16 pay’ [Citation] is a premium wage intended to compensate employees, not a penalty.” Murphy v.
17 Kenneth Cole Productions, Inc. (2007) 40 Cal.4th 1094, 1114.

18 33. Therefore, all the wages for missed meal and rest breaks of the aggrieved
19 employees became due immediately upon payment of wages for the day that break was not
20 provided. Steadfast’s failure to pay those wages, on the day any such aggrieved employee was
21 discharged, at the time final wages become due, constitutes a violation of *Labor Code* § 201.

22 34. California *Labor Code* § 202 (a) provides in relevant part: “If an employee not
23 having a written contract for a definite period quits his or her employment, his or her wages shall
24 become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
25 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
26 wages at the time of quitting.”

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¹ *Parson v. Golden State FC, LLC*, No. 16-cv-00405-JST, at *8 (N.D. Cal. May 2, 2016)

1 35. Steadfast owed wages to any aggrieved employee who quit because Steadfast did
2 not compensate them for their missed meal and rest breaks. Therefore, these outstanding wages
3 were due at the latest 72 hours after they quit. “If an employee is entitled to the additional hour of
4 pay ‘immediately’ upon being forced to miss a rest or meal period, it appears inconsistent to
5 conclude that an employee is not also immediately entitled to have the additional hour of pay
6 documented on their wage statements and timely paid upon termination or resignation.”²

7 36. The wages for missed meal and rest breaks are considered wages and become due
8 at the same time any other wage is due.

9 37. Therefore, all the wages for missed meal and rest breaks of the aggrieved
10 employees who quit became due at the latest 72 hours after they quit and Steadfast’s failure to pay
11 those wages within that timeframe constitutes a violation of *Labor Code* § 202.

12 38. These violations of *Labor Code* §§ 201 and 202 subject Steadfast to civil penalties
13 in this PAGA action brought by the aggrieved employees.

14 **Labor Code § 203 – Waiting Time Penalties**

15 39. *Labor Code* § 203(a) provides in relevant part: “If an employer willfully fails to
16 pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8,
17 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of
18 the employee shall continue as a penalty from the due date thereof at the same rate until paid or
19 until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

20 40. Steadfast willfully failed to pay Plaintiff and the other aggrieved employees in
21 accordance with *Labor Code* §§ 201 and 202, therefore are liable for waiting time penalties of up
22 to 30 days for all aggrieved employees.

23 **Labor Code § 204 – Failure to Pay Wages Due**

24 41. *Labor Code* § 204 (a) provides in relevant part: “All wages, other than those
25 mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment
26 are due and payable twice during each calendar month, on days designated in advance by the
27 employer as the regular paydays.”

28 _____
² *Ibid.*

1 42. Steadfast owed Mr. Barbeau and the other aggrieved employees one (1) hour of pay
2 at the employee’s regular rate for each workday that Steadfast did not provide a meal or rest break
3 to them. Steadfast did not provide meal and rest breaks to the aggrieved employees on every day
4 that they worked during the timeframe applicable to this claim. Therefore, Steadfast should have
5 paid the aggrieved employees, and each of them, the additional wages at the time their regular
6 wages were due as provided under *Labor Code* § 204.

7 43. Steadfast did not pay all wages due twice per month to the aggrieved employees in
8 violation of *Labor Code* § 204.

9 44. Although section 204 is listed in the PAGA statute as a violation under which a
10 collective claim may be brought, *Labor Code* § 210 provides for a civil penalty similar to the
11 default PAGA penalties, except that *Labor Code* § 210 (a)(2) also authorizes an additional 25
12 percent penalty of the amount unlawfully withheld.

13 45. Therefore, the aggrieved employees will be seeking the full slate of civil penalties
14 provided under § 210. If this section is deemed inapplicable, the aggrieved employees will seek
15 the civil penalties as set forth in *Labor Code* § 2699(f).

16 **Labor Code §§ 221 and 2802 – Unlawful Deductions, Failure to Reimburse**

17 46. *Labor Code* § 221 states: “It shall be unlawful for any employer to collect or receive
18 from an employee any part of wages theretofore paid by said employer to said employee.”

19 47. *Labor Code* § 2802 states in relevant part: “An employer shall indemnify his or her
20 employee for all necessary expenditures or losses incurred by the employee in direct consequence
21 of the discharge of his or her duties...”

22 48. Steadfast deducted \$250 from the aggrieved employees’ paychecks for uniforms.
23 This is not permitted under California law, and particularly so because Steadfast did not provide
24 the uniforms to the aggrieved employees, despite the deductions.

25 49. “When uniforms are required to by the employer to be worn by the employee as a
26 condition of employment, such uniforms shall be provided and maintained by the employer. The
27 term ‘uniform’ includes wearing apparel and accessories of distinctive design or color.” Wage
28 Order 4, Section 9(A); *Townley v. BJ’s Restaurants, Inc.* (2019) 37 Cal.App.5th 179, 182.

1 50. These violations of *Labor Code* §§ 221 and 2802 subject Steadfast to civil penalties
2 in this PAGA action brought by the aggrieved employees.

3 **Labor Code § 226(a) – Wage Statements**

4 51. California *Labor Code* § 226(a) sets forth reporting requirements for employers
5 when they pay wages, including the requirement that they furnish “an accurate itemized statement
6 in writing.”

7 52. The wage statements which Steadfast provided to Mr. Barbeau and the other
8 aggrieved employees were not accurate because Steadfast failed to pay them for meal and rest
9 break premiums and failed to account for these wages on the wage statements. Therefore, this
10 constituted a violation of subsections (1), (5) and (9) of Section 226(a), with respect to the wages
11 earned by Mr. Barbeau and the other aggrieved employees.

12 53. Thus, Steadfast violated *Labor Code* § 226(a) by failing to provide accurate wage
13 statements which included gross wages earned, net wages earned and all applicable hourly rates in
14 effect during the pay period and the corresponding number of hours worked at each hourly rate.

15 54. As a result, Steadfast is liable for civil penalties pursuant to California *Labor Code*
16 §§ 2698 *et seq.*

17 **Labor Code §§ 226.7 and 512 – Failure to Provide Meal Breaks and Pay Premiums**

18 55. *Labor Code* § 226.7 provides that an employer shall not require an employee to
19 work during a meal period and that if the employer fails to provide an employee a meal period, the
20 employer shall pay the employee one (1) hour of regular wages for each work day that a meal
21 period is missed.

22 56. *Labor Code* § 226.7 incorporates the mandates of the Industrial Welfare
23 Commission Orders specifically with regard to meal and rest periods. Security guard employers
24 are covered by Industrial Welfare Commission Order No. 4-2001 regulating wages, hours and
25 working conditions for Professional, Technical, Clerical, Mechanical and Similar Occupations
26 (“Wage Order 4”).

27 57. Therefore, Steadfast is liable for civil penalties under PAGA, the applicable
28 sections of the *Labor Code* and violations of Wage Order 4 incorporated therein.

1 58. *Labor Code* § 512(a) provides in relevant part, “An employer may not employ an
2 employee for a work period of more than five hours per day without providing the employee with
3 a meal period of not less than 30 minutes” and “An employer may not employ an employee for a
4 work period of more than 10 hours per day without providing the employee with a second meal
5 period of not less than 30 minutes.”

6 59. These provisions are also found in Wage Order 4 at Section 11. Further, Wage
7 Order 4, Section 7(A)(3) requires every employer to keep accurate records with respect to each
8 employee including the recording of meal periods.

9 60. Defendant Employers required Mr. Barbeau and the aggrieved employees to work
10 shifts without providing them with meal periods of at least thirty (30) minutes in length.

11 61. Defendant Employers scheduled Mr. Barbeau and the other aggrieved employees
12 with job assignments which did not permit proper meal breaks. The aggrieved employees were
13 the only employees on site and were instructed by Steadfast to remain on site and on duty through
14 their meal and rest breaks.

15 62. Further, Steadfast does not have a compliant meal and rest break policy, thus the
16 violation is companywide.

17 **Labor Code § 226.7(b)(c) – Failure to Provide Rest Breaks and Pay Premiums**

18 63. *Labor Code* §§ 226.7 (b) and (c) provide:

19 “(b) An employer shall not require an employee to work during a
20 meal or rest or recovery period mandated pursuant to an applicable
21 statute, or applicable regulation, standard, or order of the Industrial
22 Welfare Commission, the Occupational Safety and Health Standards
23 Board, or the Division of Occupational Safety and Health. (c) If an
24 employer fails to provide an employee a meal or rest or recovery
25 period in accordance with a state law, including, but not limited to,
26 an applicable statute or applicable regulation, standard, or order of
27 the Industrial Welfare Commission, the Occupational Safety and
28 Health Standards Board, or the Division of Occupational Safety and
Health, the employer shall pay the employee one additional hour of
pay at the employee’s regular rate of compensation for each
workday that the meal or rest or recovery period is not provided.”

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1 64. Section 12 of Wage Order 4 states in relevant part:

2 “Every employer shall authorize and permit all employees to take
3 rest periods, which insofar as practicable shall be in the middle of
4 each work period. The authorized rest period time shall be based on
5 the total hours worked daily at the rate of ten (10) minutes net rest
6 time per four (4) hours or major fraction thereof...(B) If an employer
7 fails to provide an employee a rest period in accordance with the
8 applicable provisions of this order, the employer shall pay the
9 employee one (1) hour of pay at the employee’s regular rate of
10 compensation for each workday that the rest period is not provided.”

11 65. Steadfast required Mr. Barbeau and the other aggrieved employees to work during
12 their rest periods, requiring them to be constantly present, patrolling the site, without rest.

13 66. Steadfast actively discouraged rest breaks and retaliated against those who took
14 them, including threats of termination.

15 67. Steadfast did not provide adequate bathroom facilities on site which compelled the
16 aggrieved employees to seek relief at a local business. Steadfast threatened the aggrieved
17 employees with termination if they left the assigned post at any time including during rest breaks
18 or meal breaks.

19 68. Further, Steadfast did not compensate Mr. Barbeau and the other aggrieved
20 employees with one (1) hour of wages for each day that a rest period was missed, in violation of
21 *Labor Code* § 226.7 and Wage Order 4.

22 69. As a result, Steadfast is liable for civil penalties pursuant to California *Labor Code*
23 § 2698 *et seq.*

24 **Labor Code § 2802 – Failure to Reimburse Necessary Expenses**

25 70. California *Labor Code* § 2802(a) holds: “An employer shall indemnify his or her
26 employee for all necessary expenditures or losses incurred by the employee in direct consequence
27 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
28 even though unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.”

1 71. Before a new employee begins their first shift, Steadfast requires them to download
2 at least three (3) applications to their personal mobile phone for the purposes of creating and
3 delivering various reports to Steadfast. The aggrieved employees then must utilize their personal
4 phone to take pictures and draft daily and hourly reports for Steadfast.

5 72. Some locations do not have Wi-Fi, requiring the aggrieved employees to utilize
6 their data plans to transmit for Steadfast. Despite utilizing each aggrieved employees' equipment
7 and data access for their business purposes, Steadfast does not reimburse them for such utilization.

8 73. If an employer requires the use of personal cell phones and/or internet access in
9 order for the employee to perform their duties, the employer must reimburse a reasonable
10 percentage of the costs even if the employee does not incur additional costs. See Cochran v.
11 Schwan's Home Services, Inc. (2014)228 Cal. App. 4th 1137; Aguilar v. ZepInc., 2014 WL
12 4245988 (N.D. Cal. Aug. 27, 2014); Herrera v. Zumiez, Inc. (2020) 953 F.3d 1063.

13 74. As a result, Steadfast is liable for civil penalties pursuant to California *Labor Code*
14 § 2698 *et seq.*

15 **Labor Code §§ 6400, 6401, 6402, 6403, 6407 and 6408 – Cal-OSHA Violations**

16 75. California *Labor Code* § 6407 requires: "Every employer and every employee shall
17 comply with occupational safety and health standards, with Section 25910 of the Health and Safety
18 Code, and with all rules, regulations, and orders pursuant to this division which are applicable to
19 his own actions and conduct."

20 76. California *Labor Code* § 6400(a) requires: "Every employer shall furnish
21 employment and a place of employment that is safe and healthful for the employees therein."
22 California *Labor Code* § 6402 requires: "No employer shall require, or permit any employee to
23 go or be in any employment or place of employment which is not safe and healthful."

24 77. Steadfast required the aggrieved employees to be at a location that is not safe and
25 healthful. As an example, Steadfast did not keep the building located at 10606 7th Street, Rancho
26 Cucamonga, CA 91730 as a safe and healthful place.

27 78. Despite requiring the various aggrieved employees to be present 24-hours per day
28 7-days per week, this location was without power for up to three (3) months, had no hand soap,

1 hand sanitizer, toilet paper, seat covers, hand towels, potable water, personal protective equipment,
2 and many other suitable sanitary conditions. This affects at least five (5) aggrieved employees at
3 this location. This is in direct violation of CCR Title 8, Sections 3363, 3364 and 3366.

4 79. Further, this location does not have adequate ventilation and proper operation of an
5 HVAC system for the purposes of providing protection from dusts, fumes, mists, vapors, and
6 gases, in violation of CCR Title 8, Section 5142.

7 80. California *Labor Code* § 6401 requires: “Every employer shall furnish and use
8 safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and
9 processes which are reasonably adequate to render such employment and place of employment
10 safe and healthful. Every employer shall do every other thing reasonably necessary to protect the
11 life, safety, and health of employees.”

12 81. California *Labor Code* § 6403 requires: “No employer shall fail or neglect to do
13 any of the following: (a) To provide and use safety devices and safeguards reasonably adequate to
14 render the employment and place of employment safe. (b) To adopt and use methods and processes
15 reasonably adequate to render the employment and place of employment safe. (c) To do every
16 other thing reasonably necessary to protect the life, safety, and health of employees.

17 82. Steadfast does not provide adequate safety devices and safeguards to render the
18 place of employment safe and healthful. The location at 10606 7th Street, Rancho Cucamonga,
19 CA 91730 does not have adequate personal safety devices and safeguards. The location is rife
20 with drywall dust and insulation dust, yet Steadfast did not provide personal protective devices
21 such as face coverings and gloves, as required under CCR Title 8, Sections 3380-3387.

22 83. Further, Steadfast did not provide adequate first aid materials readily available for
23 employees on every job in violation of CCR Title 8, Section 3400.

24 84. California *Labor Code* § 6408 requires: “All employers shall provide information
25 to employees in the following ways, as prescribed by authorized regulations: (a) Posting of
26 information regarding protections and obligations of employees under occupational safety and
27 health laws.”

85. For employees who do not work at a central location, CCR Title 8, Section 340 states: “Where employers are engaged in activities which are physically dispersed such as construction or transportation, the notice required by this section shall be posted at each location to which employees report each day.” Steadfast never provided the aggrieved employees with access to the required postings under the *Labor Code* and CCR Title 8, Section 340.

86. As a result, Steadfast is liable for civil penalties pursuant to California *Labor Code* § 2698 *et seq.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For civil penalties under PAGA, *Labor Code* § 2698 *et seq.*;
2. For civil penalties under any other California law where available;
3. For attorneys' fees and costs under PAGA, *Labor Code* § 2699(g)(1);
4. For attorneys' fees and costs under any other California law where available;
5. Pre-judgment and post-judgment interest where available by law; and
6. Any such other and further relief as this Court may deem appropriate and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by a jury, to the extent authorized by law.

RESPECTFULLY SUBMITTED.

August 6, 2020

GEORGE BEAN LAW

Am B

George H. Bean, Attorney for
Plaintiff, Brandon Barbeau

EXHIBIT A

EXHIBIT A

EXHIBIT A



George Bean Law

340 E. 1ST STREET, #1127
TUSTIN, CA 92781

TELEPHONE: (714) 904-9338
EMAIL: GEORGE@GEORGEBEANLAW.COM

May 5, 2020

VIA LWDA'S ON-LINE SYSTEM

State of California
Department of Industrial Relations
Labor & Workforce Development Agency
Private Attorney General Act Administrator

-and-

California Division of Occupational Safety
and Health (Cal-OSHA)

Via Certified Mail, Return Receipt Requested

Steadfast Security, Inc.
17949 Paseo Valle
Chino Hills, CA 91709

cc
8018 E. Santa Ana Canyon Rd., #166
Anaheim Hills, CA 92808

Re: Initial PAGA and CAL-OSHA Notice: Brandon Barbeau v. Steadfast Security, Inc.

Dear Labor & Workforce Development Agency and CAL-OSHA:

This office represents Mr. Brandon Barbeau and a proposed group of current and former employees working, or who previously worked, for Steadfast Security, Inc. including all of its locations, affiliates, and/or subsidiaries in California ("Steadfast"). Pursuant to the *Private Attorney General Act, Labor Code § 2698 et seq.* ("PAGA"), Mr. Barbeau hereby gives notice to the *Labor & Workforce Development Agency* ("LWDA") and the *Division of Occupational Safety and Health* (Cal-OSHA) that Steadfast has committed unlawful acts and omissions, in violation of the laws of the State of California, with respect to Mr. Barbeau and other aggrieved employees of Steadfast.

Mr. Barbeau intends to bring a representative action on behalf of himself, the State of California and on behalf of a group of aggrieved employees defined as: "All persons who are or were employed as security guards by Steadfast Security, Inc. in California who worked one or more pay period(s) since one (1) year prior to the date of this letter (May 5, 2020)." This action is authorized by PAGA which states that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

Steadfast has violated sections 201, 202, 203, 204, 221, 226(a), 226.7, 512, 2802, 6400, 6401, 6402, 6403, 6407 and 6408 of the California *Labor Code*, as more fully detailed below.

California *Labor Code* § 142.3 designates the Occupational Safety and Health Standards Board (the "Board") as the sole agency in California authorized to adopt occupational safety and health standards. These standards have been promulgated by the Board in Title 8 of the California *Code of Regulations*. 8 CCR § 3202 states that the Board's General Industry Safety Orders "establish minimum standards and apply to all employments and places of employment in California as

defined by *Labor Code* section 6303.” Therefore, it is a violation of the California *Labor Code* to violate the Board’s orders as found in the California *Code of Regulations*.

Labor Code § 226.7 incorporates the mandates of the Industrial Welfare Commission Orders specifically with regard to meal and rest periods. Security guard employers are covered by Industrial Welfare Commission Order No. 4-2001 regulating wages, hours and working conditions for Professional, Technical, Clerical, Mechanical and Similar Occupations (“Wage Order 4”). Therefore, Steadfast is liable for civil penalties under PAGA, the applicable sections of the *Labor Code* and violations of Wage Order 4 incorporated therein.

We request that the LWDA and Cal-OSHA investigate these claims. This letter will serve as notice of the specific provisions of the California *Labor Code*, Wage Order 4, and the California *Code of Regulations* which Steadfast has violated, including the facts and theories which support the alleged violations.

California *Labor Code* § 2699(f) provides: “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: (1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars (\$500). (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Steadfast will be liable for these default civil penalties for their violations where applicable because they committed the violations detailed in this PAGA Notice against Mr. Barbeau and the other aggrieved employees. Additionally, Mr. Barbeau will seek an award of reasonable attorney’s fees and costs as provided for by *Labor Code* § 2699(g)(1).

BACKGROUND

Mr. Barbeau has worked for Steadfast as a security guard since January 9, 2020 as a non-exempt hourly employee. Prior to his first shift, Steadfast instructed Mr. Barbeau to download three applications to his mobile phone, Line Chat, CamScanner and Adobe Fill & Sign. This is company policy and the other aggrieved employees are also instructed to download these applications. They are instructed to utilize their personal mobile phones for work purposes and are not afforded compensation for such. Mr. Barbeau, and the other aggrieved employees, must use their own cell phones to submit daily activity reports, fire reports, maintenance reports and must send photos to Steadfast every hour utilizing the Line Chat application.

Mr. Barbeau, upon hiring, was assigned to patrol an unoccupied industrial building currently for lease, located at 10606 7th Street, Rancho Cucamonga, CA 91730. He works eight (8) hours per shift, completely alone, and is not permitted to leave the premises. Steadfast requires him to be vigilant the entire time, not allowing for rest breaks or meal breaks. This is not a particularly remote location. Steadfast could easily send another person to relieve the aggrieved employees for meal and rest breaks, but they choose not to do so. Steadfast does not compensate Mr. Barbeau and the other aggrieved employees for missed rest breaks and meal breaks. This company policy, of requiring security guards to work through their meal and rest breaks is companywide.

For the first 2-3 months at the location in Rancho Cucamonga, the property did not have any power. The water on site is not fit for drinking, there is no hand soap, toilet paper, seat protector, paper

towels or a hand dryer. There is not a refrigerator on site and Steadfast refuses to allow the guards at this location to leave for food or restroom breaks to find a local business that has restroom facilities. Mr. Barbeau asked his boss, John Williams for some toilet paper and was refused. Each of the guards at this location, including at least one female guard, are forced to deal with a highly unsanitary bathroom facility without any necessary amenities. They cannot use a bathroom at a local business facility because the guards are threatened with termination if they leave the premises for any reason.

Steadfast requires the guards to patrol all floors of the building which exposes them to excessive drywall dust. There is not adequate ventilation, vents have not been changed for over a decade, and there is exposed fiberglass that has busted out of the aluminum covering creating a danger of inhaled glass particles and respiratory reactions. Exposed fiberglass insulation is also a cause of skin and eye irritation. Steadfast does not provide the aggrieved employees with personal safety devices such as eye and face coverings, appropriate masks, hand protection or adequate first aid materials. All the security guards at this location suffer under the same conditions.

Upon receiving his first paycheck, Mr. Barbeau discovered that Steadfast took a “uniform” deduction. Notwithstanding that Steadfast must pay for their employees to wear a uniform, Steadfast also did not even provide the uniform for which they charged. Other aggrieved employees experienced the same situation with regard to the uniforms and payroll deductions.

VIOLATIONS SUBJECT TO PAGA

I. FAILURE TO TIMELY PAY FINAL WAGES [LABOR CODE § 201, 202]

California *Labor Code* § 201(a) provides that “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Steadfast owes wages to all of the aggrieved employees who were terminated. This is because Steadfast did not compensate them for their missed meal and rest breaks throughout their employment. Therefore, these outstanding wages were due, at the latest, on the day that any aggrieved employee was discharged. “If an employee is entitled to the additional hour of pay ‘immediately’ upon being forced to miss a rest or meal period, it appears inconsistent to conclude that an employee is not also immediately entitled to have the additional hour of pay documented on their wage statements and timely paid upon termination or resignation.”¹ The required additional hour of pay at the employee’s regular rate of compensation for missed breaks is considered a wage and becomes due at the same time any other wage is due. “The statute’s [section 226.7] plain language, the administrative and legislative history, and the compensatory purpose of the remedy compel the conclusion that the ‘additional hour of pay’ [Citation] is a premium wage intended to compensate employees, not a penalty.” Murphy v. Kenneth Cole Productions, Inc. (2007) 40 Cal.4th 1094, 1114.

Therefore, all the wages for missed meal and rest breaks of the aggrieved employees became due immediately upon payment of wages for the day that break was not provided. Steadfast’s failure to pay those wages, on the day any such aggrieved employee was discharged, at the time final wages become due, constitutes a violation of *Labor Code* § 201.

¹ *Parson v. Golden State FC, LLC*, No. 16-cv-00405-JST, at *8 (N.D. Cal. May 2, 2016)

California *Labor Code* § 202 (a) provides in relevant part: “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Steadfast owed wages to any aggrieved employee who quit because Steadfast did not compensate them for their missed meal and rest breaks. Therefore, these outstanding wages were due at the latest 72 hours after they quit. “If an employee is entitled to the additional hour of pay ‘immediately’ upon being forced to miss a rest or meal period, it appears inconsistent to conclude that an employee is not also immediately entitled to have the additional hour of pay documented on their wage statements and timely paid upon termination or resignation.”² The wages for missed meal and rest breaks are considered wages and become due at the same time any other wage is due. “The statute’s [section 226.7] plain language, the administrative and legislative history, and the compensatory purpose of the remedy compel the conclusion that the ‘additional hour of pay’ [Citation] is a premium wage intended to compensate employees, not a penalty.” Murphy, *supra* 40 Cal.4th 1094 at 1114.

Therefore, all the wages for missed meal and rest breaks of the aggrieved employees who quit became due at the latest 72 hours after they quit and Steadfast’s failure to pay those wages within that timeframe constitutes a violation of *Labor Code* § 202.

These violations of *Labor Code* §§ 201 and 202 subject Steadfast to civil penalties in this PAGA action brought by the aggrieved employees.

II. FAILURE TO TIMELY PAY ALL WAGES DUE [LABOR CODE § 204]

California *Labor Code* § 204 (a) provides in relevant part: “All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Steadfast owed Mr. Barbeau and the other aggrieved employees one (1) hour of pay at the employee’s regular rate for each workday that Steadfast did not provide a meal or rest break to them. Steadfast did not provide meal and rest breaks to the aggrieved employees on each day that they worked during the timeframe applicable to this claim. Therefore, Steadfast should have paid the aggrieved employees, and each of them, the additional wages at the time their regular wages were due as provided under *Labor Code* § 204. “After reviewing the relevant case law, the Court concludes that the payments required by section 226.7 should be considered wages, and that Plaintiffs may therefore bring a derivative claim under section 204.”³ Thus, Steadfast did not pay all wages due twice per month to the aggrieved employees in violation of *Labor Code* § 204.

Although section 204 is listed in the PAGA statute as a violation under which a collective claim may be brought, *Labor Code* § 210 provides for a civil penalty similar to the default PAGA penalties, except that *Labor Code* § 210 (a)(2) also authorizes an additional 25 percent penalty of the amount unlawfully withheld. Therefore, the aggrieved employees will be seeking the full slate of civil penalties provided under § 210. If this section is deemed inapplicable, the aggrieved employees will seek the civil penalties as set forth in *Labor Code* § 2699(f).

² *Ibid.*

³ *Parson v. Golden State FC, LLC*, No. 16-cv-00405-JST, at *7-8 (N.D. Cal. May 2, 2016)

III. UNLAWFUL DEDUCTIONS FROM WAGES [LABOR CODE §§ 221, 2802]

Steadfast deducted \$250 from the aggrieved employees' paychecks for uniforms. This is not permitted under California law, and particularly so because Steadfast never provided the uniforms to the aggrieved employees, despite the deductions.

"When uniforms are required to be worn by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer. The term 'uniform' includes wearing apparel and accessories of distinctive design or color." Wage Order 4, Section 9(A); Townley v. BJ's Restaurants, Inc. (2019) 37 Cal.App.5th 179, 182.

"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties..." *Labor Code* § 2802. It is well established that the employer must pay for any uniform it requires the employee to wear.

"It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." *Labor Code* § 221. This prevents an employer from withholding wages that have been earned for an unwarranted purpose, such as charging the aggrieved employees for their uniforms when such a charge is forbidden under California law.

IV. FAILURE TO PROVIDE REST BREAKS AND PAY MISSED BREAK PREMIUMS [LABOR CODE § 226.7]

Labor Code §§ 226.7 (b) and (c) provide:

"(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

Section 12 of Wage Order 4 states in relevant part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

Steadfast required Mr. Barbeau and the other aggrieved employees to work during their rest periods. Steadfast required them to be constantly present, patrolling the site, without rest. Steadfast actively discouraged rest breaks and retaliated against those who took them, including

threats of termination. Steadfast did not provide adequate bathroom facilities on site which compelled the aggrieved employees to seek relief at a local business. Steadfast threatened the aggrieved employees with termination for such conduct. Further, Steadfast did not compensate Mr. Barbeau or the aggrieved employees with one (1) hour of wages for each day that a rest period was missed, in violation of *Labor Code* § 226.7 and Wage Order 4. As a result, Steadfast is liable for civil penalties pursuant to California *Labor Code* § 2698 *et seq.*

V. FAILURE TO PROVIDE MEAL BREAKS AND PAY MISSED MEAL BREAK PREMIUMS [LABOR CODE §§ 226.7, 512]

Labor Code § 226.7 provides that an employer shall not require an employee to work during a meal period and that if the employer fails to provide an employee a meal period, the employer shall pay the employee one (1) hour of regular wages for each work day that a meal period is missed. *Labor Code* § 512(a) provides in relevant part, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” and “An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.” These provisions are also found in Wage Order 6 at Section 11. Further, Wage Order 6, Section 7(A)(3) requires every employer to keep accurate records with respect to each employee including the recording of meal periods.

Defendant Employers required Mr. Barbeau and the aggrieved employees to work shifts without providing them with meal periods of at least thirty (30) minutes in length. Defendant Employers scheduled Mr. Barbeau and the other aggrieved employees with job assignments which did not permit proper meal breaks. Further, Steadfast does not have a compliant meal and rest break policy, thus the violation is companywide.

Steadfast violated *Labor Code* §§ 226.7 and 512 and provisions of Wage Order 4 by failing to provide Mr. Barbeau, and the other aggrieved employees, with either their proper meal breaks or a one-hour premium on each day that meal breaks were not provided. As a result, Defendant Employers are liable for civil penalties pursuant to California *Labor Code* §§ 558 and 2698 *et seq.*

VI. INACCURATE WAGE STATEMENTS [LABOR CODE § 226(a)]

California *Labor Code* § 226(a) sets forth reporting requirements for employers when they pay wages, including the requirement that they furnish “an accurate itemized statement in writing.” The wage statements which Steadfast provided to Mr. Barbeau and the other aggrieved employees were not accurate because Steadfast failed to pay them for meal and rest break premiums and failed to account for these wages on the wage statements. Therefore, this constituted a violation of subsections (1), (5) and (9) of Section 226(a), with respect to the wages earned by Mr. Barbeau and the other aggrieved employees.

Thus, Steadfast violated *Labor Code* § 226(a) by failing to provide accurate wage statements which included gross wages earned, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. As a result, Steadfast is liable for civil penalties pursuant to California *Labor Code* §§ 2698 *et seq.*

VII. FAILURE TO REIMBURSE BUSINESS EXPENSES [LABOR CODE § 2802]

California *Labor Code* § 2802(a) holds: “An employer shall indemnify his or her employee for all

necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

Before a new aggrieved employee begins their first shift, Steadfast requires them to download at least three (3) applications to their personal mobile phone for the purposes of creating and delivering various reports to Steadfast. The aggrieved employees then must utilize their personal phone to take pictures and draft daily and hourly reports for Steadfast. Some locations do not have Wi-Fi, requiring the aggrieved employees to utilize their data plans to transmit for Steadfast. Despite utilizing each aggrieved employees’ equipment and data access for their business purposes, Steadfast does not reimburse them for such utilization. If an employer requires the use of personal cell phones and/or internet access in order for the employee to perform their duties, the employer must reimburse a reasonable percentage of the costs even if the employee does not incur additional costs. See Cochran v. Schwan’s Home Services, Inc. (2014)228 Cal. App. 4th 1137; Aguilar v. ZepInc., 2014 WL 4245988 (N.D. Cal. Aug. 27, 2014); Herrera v. Zumiez, Inc. (2020) 953 F.3d 1063.

VIII. CAL-OSHA VIOLATIONS [LABOR CODE §§ 6400, 6401, 6402, 6403, 6407 and 6408]

California *Labor Code* § 6407 requires: “Every employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct.”

California *Labor Code* § 6400(a) requires: “Every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein.”

California *Labor Code* § 6402 requires: “No employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful.”

Steadfast required the aggrieved employees to be at a location that is not safe and healthful. As an example, Steadfast did not keep the building located at 10606 7th Street, Rancho Cucamonga, CA 91730 as a safe and healthful place. Steadfast’s supervisor for this location, and others, is John Williams, Operations Manager, phone number (714) 605-9647. Despite requiring the various aggrieved employees to be present 24-hours per day 7-days per week, this location was without power for up to three (3) months, had no hand soap, hand sanitizer, toilet paper, seat covers, hand towels, potable water, personal protective equipment, and many other suitable sanitary conditions. This affects at least five (5) aggrieved employees at this location. This is in direct violation of CCR Title 8, Sections 3363, 3364 and 3366. Further, this location does not have adequate ventilation and proper operation of an HVAC system for the purposes of providing protection from dusts, fumes, mists, vapors, and gases, in violation of CCR Title 8, Section 5142.

California *Labor Code* § 6401 requires: “Every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.”

California *Labor Code* § 6403 requires: “No employer shall fail or neglect to do any of the following: (a) To provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe. (b) To adopt and use methods and processes reasonably adequate to render the employment and place of employment safe. (c) To do every other thing reasonably necessary to protect the life, safety, and health of employees.

Steadfast does not provide adequate safety devices and safeguards to render the place of employment safe and healthful. The location at 10606 7th Street, Rancho Cucamonga, CA 91730 does not have adequate personal safety devices and safeguards. The location is rife with drywall dust and insulation dust, yet Steadfast did not provide personal protective devices such as face coverings and gloves, as required under CCR Title 8, Sections 3380-3387. Further, Steadfast did not provide adequate first aid materials readily available for employees on every job in violation of CCR Title 8, Section 3400.

California *Labor Code* § 6408 requires: “All employers shall provide information to employees in the following ways, as prescribed by authorized regulations: (a) Posting of information regarding protections and obligations of employees under occupational safety and health laws.” For employees who do not work at a central location, CCR Title 8, Section 340 states: “Where employers are engaged in activities which are physically dispersed such as construction or transportation, the notice required by this section shall be posted at each location to which employees report each day.” Steadfast never provided the aggrieved employees with access to the required postings under the *Labor Code* and CCR Title 8, Section 340.

IX. CONCLUSION

Steadfast has violated a number of provisions of the California *Labor Code*. Mr. Barbeau requests that the LWDA and CAL-OSHA investigate the above allegations against Steadfast and provide notice to the parties as appropriate. Alternatively, we request that the LWDA inform us, pursuant to California *Labor Code* § 2699.3(a)(2)(A) that it does not intend to investigate these violations so that we may include the violations and civil penalties addressed above in our upcoming civil lawsuit. Further, we request that CAL-OSHA notify us under California *Labor Code* § 2699.3(b)(2)(A)(i) of any corrected violations and/or of any intention to investigate or not to investigate the above-cited violations.

Thank you,

A handwritten signature in blue ink, appearing to read 'George H. Bean', with a stylized 'B'.

George H. Bean, Esq.

5/5/2020

George Bean Law Mail - Thank you for submission of your PAGA Case.



George Bean <george@georgebeanlaw.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Tue, May 5, 2020 at 2:09 PM

To: "george@georgebeanlaw.com" <george@georgebeanlaw.com>

5/5/2020

LWDA Case No. LWDA-CM-785599-20

Law Firm : George Bean Law

Plaintiff Name : Brandon Barbeau

Employer: Steadfast Security, Inc.

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm